

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JEREMY LEVIN and DR. LUCILLE LEVIN,

Plaintiffs,

v.

BANK OF NEW YORK, JPMORGAN  
CHASE, and CITIBANK,

Defendants.

THE BANK OF NEW YORK MELLON,  
JPMORGAN CHASE BANK, N.A.,  
SOCIÉTÉ GÉNÉRALE and CITIBANK,  
N.A.,

Third-Party Plaintiffs,

v.

STEVEN GREENBAUM et al.,

Third-Party Defendants.

**Civil Action No. 09-cv-5900 (RPP)**

**ANSWER OF SOCIÉTÉ GÉNÉRALE TO COUNTERCLAIMS OF  
ACOSTA JUDGMENT CREDITORS**

Third-party plaintiff Société Générale, by its attorneys, Mayer Brown LLP, as its answer to the counterclaims asserted by third-party defendants Carlos Acosta *et al.* (the “Acosta Parties”) in their Answer dated March 7, 2011, states as follows:

1. Société Générale denies knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 44.
2. Société Générale denies knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 45.

3. Société Générale denies knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 46.

4. Société Générale admits the allegations in Paragraph 47.

5. Société Générale denies knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 48.

6. Société Générale denies the allegations in Paragraph 49 and refers all questions of law to the Court.

7. Société Générale denies the allegations in Paragraph 50 and refers all questions of law to the Court.

8. Société Générale denies knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 51.

9. Société Générale denies knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 52.

10. Société Générale denies knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 53.

11. Société Générale denies knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 54.

12. Société Générale denies knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 55.

13. Société Générale denies knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 56.

14. Société Générale denies the allegations in Paragraph 57 as they relate to Société Générale, and otherwise denies knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 57.

15. Société Générale denies the allegations in Paragraph 58, except states that the Third-Party Complaint speaks for itself.

16. Société Générale denies the allegations in Paragraph 59 and refers all questions of law to the Court.

#### First Counterclaim

17. Société Générale repeats and realleges its answers to Paragraphs 44 through 59 as if set forth herein.

18. Société Générale denies the allegations in Paragraph 61 and refers all questions of law to the Court.

19. Société Générale denies the allegations in Paragraph 62 and refers all questions of law to the Court.

20. Société Générale denies the allegations in Paragraph 63, except admits that it holds certain assets in which Iran (as defined in Paragraph 51 of the Counterclaim) may have an interest.

21. Société Générale denies the allegations in Paragraph 64 and refers all questions of law to the Court.

#### Second Counterclaim

22. Société Générale repeats its responses to Paragraphs 44 through 64 as if set forth herein.

23. Société Générale admits that Paragraph 66 contains a partial quotation from 116 Stat. 2322 and refers all questions of law to the Court.

24. Société Générale denies the allegations in Paragraph 67 and refers all questions of law to the Court.

25. Société Générale denies the allegations in Paragraph 68 and refers all questions of law to the Court.

26. Société Générale denies the allegations in Paragraph 69 and refers all questions of law to the Court.

27. Société Générale denies the allegations in Paragraph 70 and refers all questions of law to the Court.

#### **FIRST AFFIRMATIVE DEFENSE**

28. The Acosta Parties have no legal interest in any blocked assets held at Société Générale.

#### **SECOND AFFIRMATIVE DEFENSE**

29. To the extent that the Acosta Parties do have an interest in assets held at Société Générale, other persons may have interests that are superior to any rights of the Acosta Parties.

#### **THIRD AFFIRMATIVE DEFENSE**

30. To the extent that persons other than the Acosta Parties have interests of any kind in any assets that are the subject of this dispute, those persons are indispensable parties.

**FOURTH AFFIRMATIVE DEFENSE**

31. To the extent that the assets belonging to Iran and its agencies or instrumentalities that are in the possession of the counterclaim defendants exceed the amount necessary to satisfy the Acosta Parties' judgment, this Court should allocate the amounts to be turned over to each of the defendants and determine from which accounts the funds should be debited in such a way that Société Générale is not required to turn over more than its allocable share.

**RESERVATION OF RIGHTS**

Société Générale reserves its right to supplement this, its answer to counterclaims, with additional information that becomes available or apparent during the course of investigation, preparation, or discovery, and to amend its pleading accordingly.

WHEREFORE, having responded to the counterclaims and asserted affirmative defenses, Société Générale respectfully requests that this Court enter an order as requested in the Third-Party Complaint and dismissing the counterclaims with prejudice, and granting Société Générale any additional equitable and other relief that the Court deems just and proper under the circumstances.

Dated: New York, New York  
March 18, 2011

MAYER BROWN LLP

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